

MEMORANDUM OF UNDERSTANDING
Between
CALFED Bay-Delta Program and Department of Food and Agriculture

This Memorandum of Understanding (MOU) is made and entered into this 31st day of July, 1997, by the CALFED Bay-Delta Program, hereinafter referred to as "Program" and the Department of Food and Agriculture, hereinafter referred to as "CDFA".

The parties agree as follows:

CDFA shall provide and furnish qualified staff acceptable to Program management, to perform technical services on behalf of the Program. Tasks to be performed under this MOU shall include:

- Facilitate CDFA input into preparation of the Programmatic EIR/EIS and the general activities of CALFED.
- Assist in preparation of the draft Programmatic EIR/EIS with respect to agricultural issues as related to the ecosystem restoration, water quality, levees and channels and storage and conveyance program elements. These functions will include helping to identify agricultural resources affected and agricultural impacts of proposed CALFED activities; assisting in the conduct of analyses and interpretations; helping to devise alternatives and mitigation measures; and, helping to identify information sources and contacts necessary to produce a programmatic document of acceptable quality with respect to agriculture.
- Assist in developing responses to comments on the draft Programmatic EIR/EIS that will follow release of the draft report in late 1997, and precede finalization of the report in September 1998.
- Assist in technical review of proposals for Category III funding for ecosystem restoration activities affecting agriculture, with emphasis on water quality proposals, beginning in August 1997 and continuing through the term of this MOU.
- Assist in providing technical review and oversight of agricultural projects funded under the Category III process, beginning in August 1997 and continuing through the term of this MOU.
- Assist in the continuing development and refinement of the ecosystem, water quality, water use efficiency, water transfer, storage and conveyance and assurances program elements, helping to identify agricultural issues, alternatives and mitigation measures.

The term of this MOU is from July 15, 1997 through September 30, 1998, subject to termination, upon 30 days written notice, by either party at the sole discretion of either party.

Upon approval of this MOU, the Program shall pursue a contractual arrangement to reimburse CDFA for all services provided under terms of this MOU at the beginning of the Federal fiscal year, October 1, 1997, with reimbursement to CDFA retroactive to July 15, 1997 and continuing through September 30, 1998.

Labor provided by CDFA to the Program shall not exceed 20 hours per week, beginning July 15, 1997, with services to be provided at the discretion of Program management. CDFA shall, by October 3, 1997, prepare and submit in triplicate to the Program, an accounting of the actual costs incurred during the period July 1, 1997 through September 30, 1997. Subsequently, through the period of this MOU, CDFA shall submit accountings of actual costs incurred for each quarter of each Federal fiscal year, and these accountings shall be submitted to the Program on or before the fifteenth day of the month following the end of each quarter of each Federal fiscal year.

The maximum amount to be expended under this MOU shall not exceed \$70,000.

The staff provided by CDFA to the Program will report for work assignments to Rick Woodard, Assistant Director for the Program. During the hours of service to the Program, CDFA staff shall occupy office space at Program headquarters.

The Program's designated representative for this MOU is Steve Yaeger, Deputy Director. CDFA's designated representative for this MOU is Nita Vail, Assistant Secretary.

This MOU shall be binding upon the successors and assigns of the respective parties.

CALFED BAY-DELTA PROGRAM

DEPARTMENT OF FOOD AND AGRICULTURE

By Steve Yaeger Date 7/3/97
Steven Yaeger
Deputy Executive Director

By A. J. Yates Date 8-7-97
A. J. Yates
Deputy Secretary